

No. 14872

**FEDERAL REPUBLIC OF GERMANY
and
MEXICO**

**Basic Agreement concerning scientific and technological
co-operation. Signed at Bonn on 6 February 1974**

Authentic texts: German and Spanish.

Registered by the Federal Republic of Germany on 21 July 1976.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
MEXIQUE**

**Accord de base relatif à la coopération scientifique et
technique. Signé à Bonn le 6 février 1974**

Textes authentiques : allemand et espagnol.

Enregistré par la République fédérale d'Allemagne le 21 juillet 1976.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE UNITED MEXICAN STATES CONCERNING SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION

The Government of the Federal Republic of Germany and the Government of the United Mexican States,

Desiring to strengthen further the close and friendly relations existing between their countries,

Animated by a common interest in promoting scientific research and technological development,

Recognizing the advantages accruing to both States from close collaboration in the pursuit of those objectives,

Have agreed as follows:

Article 1. The Parties shall promote co-operation for peaceful purposes in scientific research and technological development between their respective States, and shall establish a programme with specific aims and projects in areas of mutual interest.

Article 2. 1. The areas of collaboration shall be determined in each case by both Parties.

2. The individual areas of co-operation, together with the terms, conditions and means of implementing each of the specific projects, shall be dealt with in special agreements to be concluded between the Parties, or between such agencies as they may designate. The designation of the agencies and their sphere of co-operation shall be effected through the diplomatic channel. The said agreements shall also govern the elements and scope of co-operation in the individual areas and shall designate the agencies which will be responsible for implementation.

Article 3. 1. Collaboration may include:

- (a) the exchange of scientific and technological information;
- (b) the exchange and further training of scientists and other research personnel;
- (c) the joint or co-ordinated performance of research and technological development activities.

2. The Parties shall co-operate as far as possible in designating experts and in acquiring plant, equipment and other requisites.

Article 4. 1. For the purpose of this Agreement, a Mixed Commission, consisting of members designated by the respective Governments, shall meet every two years, alternately in the United Mexican States and in the Federal Republic of Germany.

¹ Came into force on 4 September 1975, i.e., one month after the date on which the Parties had notified each other (on 4 March 1974 and 4 August 1975) of the completion of their legal requirements, in accordance with article 12 (1).

2. The Mixed Commission shall examine all matters relating to the implementation of this Agreement, determine the programme of activities to be undertaken, examine periodically the programme as a whole and make recommendations to the two Governments. It may also suggest that special meetings should be held on specific projects or subjects.

Article 5. 1. The costs of sending exchange personnel as provided for in this Agreement shall be borne by the country of origin, provided that no specific conditions are laid down in the special agreements referred to in article 2, paragraph 2.

2. The financing of co-operation in the joint or co-ordinated performance of research and technological development activities and in the use of scientific and technical facilities or plants shall be governed by the special agreements to be concluded in accordance with article 2, paragraph 2.

Article 6. 1. Scientific and technological information may be exchanged directly between the Parties or between the agencies designated by them.

2. The Parties may communicate information received to public institutions or institutions financed by the public sector, and to public-utility companies or enterprises. Such communication may be restricted or prohibited by the Parties, or by the agencies designated by them, under the special agreements to be concluded in accordance with article 2, paragraph 2. Communication to other agencies or persons shall be prohibited or restricted when either Party, or the agencies designated by it, so stipulates before or during an exchange.

3. Unless otherwise expressly provided, the communication of information and the supply of materials and equipment under this Basic Agreement, or under the special agreements to be concluded in the implementation of the Basic Agreement, shall imply no responsibility whatsoever on the part of either Party as to the accuracy of the information transmitted or the suitability of the articles supplied for any specific purpose.

4. Each Party shall guarantee that persons authorized to receive information under this Basic Agreement, or under the special agreements to be concluded in the implementation of the Basic Agreement, will not communicate such information to agencies or persons not authorized to receive it under this Basic Agreement or the special agreements to be concluded in accordance with article 2, paragraph 2.

5. The communication of information of commercial value shall be made under special agreements, which at the same time shall stipulate the terms of such communication.

6. Any exchange of information shall be in accordance with the laws and other provisions in force in each State, as well as its international commitments and its rights and obligations in respect of third parties.

Article 7. 1. It shall be the responsibility of the recipient Party to deal with any third-party claims against the scientists and other research personnel of the Party sending them under this Agreement. The former Party shall absolve the aforementioned persons from all responsibility for any claims or obligations arising from activities carried out on account of the special agreements referred to in article 2, paragraph 2, except when both Governments are agreed that such claims or obligations result from serious negligence or fraudulent conduct on the part of the said persons.

2. The determination of liability for damages in connexion with the implementation of this Agreement, and possible liability insurance against such risks, shall be

dealt with in the special agreements to be concluded in accordance with article 2, paragraph 2.

Article 8. 1. The Parties shall guarantee, under their operative national legislative provisions, that articles imported or exported under the special agreements to be concluded in accordance with article 2, paragraph 2, will be exempt from customs and other duties normally levied on imports or exports.

2. The Parties, under their operative national legislative provisions, shall grant to scientists and other research personnel engaged in the implementation of the special agreements to be concluded in accordance with article 2, paragraph 2, duty-free and tax-free import and/or export privileges, throughout their stay, of objects intended for personal or household use, including one motor vehicle per family.

Article 9. The Parties, through the competent authorities, shall facilitate the work of scientists and other research personnel sent for the purposes of this Agreement or the special agreements (article 2, paragraph 2).

Article 10. Both Parties shall resolve by common agreement any differences which may arise in the interpretation and implementation of this Agreement.

Article 11. This Basic Agreement shall also apply to *Land Berlin*, provided that the Government of the Federal Republic of Germany has not made a declaration to the contrary to the Government of the United Mexican States within three months of its entry into force.

Article 12. 1. This Basic Agreement shall enter into force one month following the date on which the Parties notify each other that they have complied with the legal requirements necessary for its entry into force.

2. This Basic Agreement shall remain in force for a period of five years and shall be extended, if necessary, for successive periods of one year unless one of the Parties denounces it at least six months before it expires. If so denounced, its relevant provisions shall remain in force during the period and for as long as is necessary to ensure the implementation of any special agreements which may have been concluded in accordance with article 2, paragraph 2, and which may be in process of implementation when the Basic Agreement expires. Denunciation shall not affect the period of validity of the special agreements concluded in accordance with article 2, paragraph 2, of this Basic Agreement.

DONE at Bonn, on 6 February 1974, in duplicate, in the German and Spanish languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:
SCHEEL

For the Government of the United Mexican States:
E. O. RABASA